



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES. This Contract is between the Utah State Tax Commission ("Commission"), Agency Code 120, and the following contractor:

Moore Business Communications Services
1077 ½ North Main
Logan UT 84321

016302
CONTRACT NUMBER

Gary Griffin
Contact Person

1-435-775-4280
Phone Number

160331690
Federal ID#

101891
Vendor Number

39530000000
Commodity Code(s)

LEGAL STATUS PF CONTRACTOR: For-Profit Corporation

2. GENERAL PURPOSE OF CONTRACT:
Requirements contract for printing of Department of Motor Vehicle renewal packet for registration of vehicle.
Option A \$225.00/m.
Option B \$330.00/m.
3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid #NO1023
Requisition # 120 1DMV0000002, FY 2000, or the attached pre-approved sole source.
4. CONTRACT PERIOD: Effective date: 10/01/00. Termination date: 9/30/02, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any): Three (1) year renewal.
5. CONTRACT COSTS: CONTRACTOR may be paid a maximum of: \$9,999,999.99 for costs authorized by this contract.
6. ATTACHMENT A: State of Utah, Standard Terms and Conditions.
ATTACHMENT B: Utah State Tax Commission Standard Terms and Conditions
ATTACHMENT C: Request for Proposal issued under bid #NO1023
ATTACHMENT D: Contractor submitted Pricing
- Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
A. All other government laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
B. Utah State Procurement Code and Procurement Rules.
C. Contractor's Response to Bid #NO1023.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Contractor's Signature Date

Division Director Date

Contractor's Name

Budget Officer Date

Title

Contract Officer Date

Rodney G. Marrelli, Executive Director Date

Director, Division of Purchasing Date

Jeremy Gilger
Agency Contact Person

801-297-3887
Telephone Number

Division of Finance Date

1. INVITATION TO BID (ITB) PURPOSE AND CONTRACT PERIOD

- 1.1 The State of Utah, Utah State Tax Commission, hereinafter referred to as USTC, seeks to enter into a contract with a responsible, experienced, and financially sound organization for purposes generally described as the printing *and* mailing of the State of Utah motor vehicle registration renewal and/or property tax notices.
- 1.2 The contract shall be a two-year base period with three one-year renewal options as may be exercised at the discretion of the USTC. The USTC make no representation or guarantee of total value of the proposed contract, nor is any implied or expressed guarantee of anticipatory profits presented in this ITB and subsequent contract.

2. ADMINISTRATIVE GUIDANCE

- 2.1 The information contained in this ITB is intended to assist potential bidders in the preparation of documents necessary to submit a responsive and responsible bid. The ITB is designed to provide those interested parties with sufficient basic information to ensure an understanding of the minimum requirements and performance standards to be contained in any contract awarded as a result of this procurement process.

3. ISSUING OFFICE AND AUTHORITY

- 3.1 This ITB is issued under the authority of Utah Code Annotated §63-56 and the Utah Procurement Rules as promulgated by the Utah State Procurement Policy Board referred to as R-33. All prospective bidders are charged with presumptive knowledge of the cited authorities. The submission of a bid by a prospective contractor shall constitute admission of such knowledge. Any bid submitted by a proposed contractor, which fails to meet all published requirements of the cited authorities, may at the option of the USTC, be rejected without further consideration.

- 3.2 This ITB and all subsequent addenda relating to it, is issued by the State of Utah, Division of Purchasing for and on behalf of the USTC. The reference number for this procurement is NO1023. This number must be used on all bids, correspondence, and documentation relating to this procurement.

- 3.2.1 Potential bidders with questions concerning the procurement process must contact:

Nancy Orton, Purchasing Agent
Division of Purchasing
3150 State Office Building, Capital Hill
Salt Lake City, Utah 84114
Telephone: (801) 538-3148
Fax: (801) 538-3882
Email: pmain.norton@state.ut.us

- 3.2.2 Potential bidders with questions concerning the specifications must contact:

Phyllis Robins, Purchasing Agent
Administration Division
Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134
Telephone: (801) 297-3864
Fax: (801) 297-3899
Email: probins@tax.state.ut.us

- 3.2.3 From the issue date of this ITB until a bidder is selected and the selection is announced, prospective contractors are prohibited from communications with State of Utah staff regarding this procurement except the contacts identified in Sections 3.2.1 and 3.2.2 of this ITB. For violation of this provision, the USTC shall reserve the right to reject the bid.

4. PROCUREMENT INFORMATION

- 4.1 All costs incurred by bidders during the preparation of their bids will be borne by the bidder. The USTC will not reimburse the bidders for any such costs.
- 4.2 Quantity information contained in this ITB is provided for bidding purposes only and is not to be construed as a guarantee to purchase any amount.
- 4.3 The bid submitted by the successful bidder will be incorporated into and become part of the resulting contract. All bids received by the State shall, upon receipt, become and remain the property of the State. The selected bid and supporting documentation will be made available for public inspection upon request following contract award. All other bids submitted but not selected for award will not be available for public inspection.
- 4.3.1 Bidders should note that the USTC reserves the right to incorporate all sections of this ITB, including addenda and attachments into the proposed contract without negotiations.
- 4.3.2 Bidders are advised that subject to the provisions of Utah Code Annotated §63-2-101 et seq. that, upon the award of a contract subsequent to a procurement process, the contents of the contract shall be placed in the public domain.
- 4.3.2.1 Trade secrets and proprietary information, recognized by the USTC as such, may be protected from public disclosure if bidders clearly identify any part of their bid which they claim to be proprietary information, trade secrets or other commercial information, or non-individual financial information that may be protected under Utah Code Annotated §63-2-101 et seq.
- 4.3.2.2 The selected bid, as may be incorporated into the contract, shall not be considered proprietary in total.
- 4.3.2.3 The USTC reserves the right to travel to and inspect the premises of the bidder where this printing and imaging work is to be performed.
- 4.3.2.4 All printing and imaging must be done in the plant of manufacture of the contractor and cannot be sub-contracted to other contractors. Contractor must have more than one plant of manufacture and provide a plan for disaster recovery to insure completion of mailings as required each month.
- 4.3.2.5 Preference will be given to bidder's whose manufacturing facilities are located within the State of Utah. Bidder's must have an experienced and knowledgeable account representative available, upon USTC request, on-site at the USTC no later than the next business day from the day of request.

5. BID SUBMISSION REQUIREMENTS AND SELECTION PROCESS

- 5.1 Each bid must be submitted in an original, one hard copy, and **one electronic copy**, including the Transmittal Letter. The electronic copy must be submitted on a 3 1/2" diskette with test in either Microsoft Word© or WordPerfect©. Facsimile bids will not be accepted.

- 5.2 All bids must be physically received by the State of Utah, Department of Administrative Services, Division of Purchasing, 3150 State Office Building, Salt Lake City, Utah 84114 prior to 2:00 p.m. Mountain Time, September 19, 2000. Late bids will not be accepted under any circumstances and will be returned to the bidder unopened.

- 5.2.1 The outside cover of the package containing the bids must be marked:

Motor Vehicle Registration Renewal Printing and Mailing Services
Utah State Tax Commission
Bid Number: NO1023
(Offeror Name)
BID DUE: September 19, 2000 - 2:00 p.m.

- 5.3 The contract is to be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth herein. No bid will be evaluated for any requirements not contained or disclosed in this ITB. This solicitation may be canceled or any or all bids may be rejected, in whole or in part, when it is deemed to be in the best interests of the USTC. In the event of a cancellation of this solicitation or rejection of all bids received in response, the reason(s) for cancellation or rejection shall be made a part of the bid file and shall be available for public inspection and the USTC shall (a) re-solicit new bids using the these same or revised specifications; or (b) withdraw the requisition for the services.
- 5.4 As permitted under the provisions of Utah Administrative Rules §R33-3-103 (3) and R33-3-112 (3), the bids submitted in response to this ITB must include the requirements contained in Sections 6 and 7 of this ITB. Failure to provide the required information may result in the rejection of the bid as non-responsive.

6. FORM SPECIFICATIONS AND MAILING REQUIREMENTS

- 6.1 Form Name

Notice to Renew Registration and/or Notice of Property Tax Due

- 6.2 Quantity

An estimated 1,800,000 Notice to Renew Registration and/or Notice of Property Tax Due forms are annually mailed in monthly installments. The quantities for the months of March, September, and December are estimated higher for specific vehicle types, i.e. watercraft, off-highway vehicles, snowmobiles, and campers. Contractor must bill only for the number of forms actually mailed.

- 6.3 Demonstration of Contractor Capability

Contractor must be ready to provide test samples by November 2000. Test samples will be used to verify scanline readability, 2 D Bar Code readability, and accuracy of variable data.

- 6.4 Due Date

A flat file of the information to be printed on the Notice to Renew Registration and/or Notice of Property Tax Due will be available approximately on the 15th of each month. The flat file will be transmitted by the USTC electronically to the successful contractor. Forms must be printed and mailed by the contractor to the taxpayers by the last day of the month prior to the month of renewal.

6.5 General Information

6.5.1 The form is printed with personalized variable data (no carbon impressions are acceptable) from the electronic flat files supplied by the USTC. The forms are to be mailed in carrier route sequence to the taxpayers.

6.5.2 Inserts

At least one additional insert is required, other additional inserts may be required.

6.6 Construction Options for Bid

This ITB contains two options for construction. Bidder may bid one or both options.

6.6.1 Option 1

6.6.1.1 Size and Construction

General construction is an 8 ½" X 15" self-contained mailer with self-contained return envelope. Each self-mailer will have a coupon stub with keen edge perforations for easy removal. Self-mailer must meet current postal requirements. Mailer is printed two-sided with variable data on front and back.

Finished folded size is 8 ½" X 5". The envelope part size is 8 ½" X 4 1/8" with a 7/8" fold over flap for sealing. The overall envelope size is 8 ½" X 5".

6.6.1.2 Perforations

Each self-contained mailer will include a coupon stub that will fit inside the envelope part. The coupon part contains two perforations:

- One 8 ½" horizontal keen edge perforation positioned 3 5/8" from the bottom
- One 3 5/8" vertical keen edge perforation positioned 1" from the left and beginning at the bottom

When detached at the perforations, the coupon finished size is 7 ½" X 3 5/8".

6.6.1.3 Printing of 2 D Bar Code

The 2 D Bar Code is to be printed on the face of the coupon (Ref. Section 6.12.3)

6.6.2 Option 2

6.6.2.1 Size and Construction

General construction is an 8 ½" X 11" cut sheet paper, folded to fit in an envelope for mailing. Mailing envelope must meet postal requirements.

Finished folded size of the cut sheet is 8 ½" X 5 1/2". The mailing envelope size is 9" X 6. A return envelope is inserted into the mailing piece. The return envelope size is #9 Remittance Envelope.

6.6.2.2 Perforations

Each cut sheet will include a coupon stub that will fit inside the #9 Remittance Envelope. The coupon part contains one perforation:

- One 8 ½” horizontal keen edge perforation positioned 3 1/8” from the bottom

When detached at the perforation, the coupon finished size is 8 ½” X 3 1/8”.

6.6.2.3 Printing of 2 D Bar Code

The 2 D Bar Code is to be printed on the back of the coupon. The bar code must be approximately 3 ¼” from the left, not to impede readability of the data on the front of the coupon. (Ref. Section 6.12.3)

6.7 Paper Stock

28# White OCR bond

6.8 Ink

Two color on the face, blue and red. Variable data to be printed in black ink.

6.9 Data for Processing

The data will be supplied in flat file format. There are two flat files:

6.9.1 Motor Vehicle records selected for renewal notices.

6.9.2 State and County text messages to be merged with Motor Vehicle records flat file.

6.9.3 The Motor Vehicle records flat file will contain the data necessary to create and print an OCRA scanline on each renewal notice. This file will also contain the data element identifiers and data necessary to create a 2 D Bar Code to be printed on each renewal notice.

6.9.3.1 Contractor will be supplied the flat files as soon as the USTC can make available. The contractor will need to have the capabilities to receive the flat files through electronic transfer process acceptable to both the contractor and the USTC. The contractor will then be responsible for all programming costs necessary to produce mail pieces. In addition, an OCR scan line must be configured with special check digits and contractor must guarantee readability on USTC OCR scanners.

6.10 Additional Programming Requirements

6.10.1 PIN for Internet Renewals

The contractor will generate and print a unique PIN for each renewal notice. The PIN is used to locate the record on the Internet for Internet Renewals.

6.10.2 Records to be Excluded

Each time the Motor Vehicle records flat file is received by the contractor, the following records will be excluded from printing: Motor Vehicle records with a Situs County Code = ‘00’ or ‘99’. This requirement is subject to change according to USTC discretion.

6.10.3 Merge Text Messages

The contractor will receive a second flat file that will include state and county text messages for 29 counties. The state message will be printed on all renewal notices. The county text messages will be printed on the renewal notices specific to the county message; Davis county renewal notices (identified by the Situs County Code) will have the Davis county text message.

6.10.4 Addressing

Contractor must print the USTC ACS Keyline Participant Code (not passed in the Flat File), the ACS Keyline will be included in the flat file. The postal carrier route sort barcode will be produced by the contractor. Contractor must be able to apply an eleven-digit delivery point postnet bar code for reduced postage rates.

6.10.5 Transmittal of Variable Data

Contractor will be responsible for electronically transmitting the flat file used for printing and mailing, to E-Utah for the use of Internet Renewals. The flat file will contain the generated PIN number and the variable information used for printing and mailing renewal notices.

6.11 Variable Data

6.11.1 Addressing

Variable name and address is included in the flat file provided by USTC.

6.11.1 Flat File Contents

See Attachment D for specifics

- Print Date
- Primary Owner's Name
- Relationship
- Secondary Owner's Name
- Additional Owners
- ACS Keyline
- Permanent Address Line 1
- Permanent Address Line 2
- Permanent City, State, Zip
- Mailing Address Line 1 (if any)
- Mailing Address Line 2 (if any)
- Mailing City, State, Zip (if any)
- County Code
- Expiration Date
- Leased Vehicle Identifier
- Privacy Indicator
- Vehicle Type
- License Plate Number
- License Type

Record Status
Year
Make
Model
VIN/HIN
Situs County Code
Property Tax Fee Description
Property Tax Fee Amount
Registration Fee Description
Registration Fee Amount
Donation Fee Description
Donation Fee Amount
APC Fee Description
APC Fee Amount
Total Amount Due
Emission Compliance Statement
Safety Inspection Statement
Additional Documents and Donation Fees Statement
Scan Line
2D Barcode Information

6.12 Scan Readability Requirements

- 6.12.1 In addition, an OCR-A scan line, which must be configured with special check digits, must be printed on each renewal notice. This data must be optically scanned.
- 6.12.2 Successful bidder will be required to perform a test of their variable imaging and submit completed samples to the USTC to be tested on scanners before the final forms are printed. Documents to be scanned must have a successful scan rate of 95% or better. Remittance Processing scanning equipment used by USTC is: one NCR 7780 and three NCR 7770.
- 6.12.3 Each record in the flat file will have 2 D Bar Code Data Element Identifiers (AAMVA standards) to be used in creating and imaging the 2 D Bar Code on each renewal form. The 2 D Bar Code must have a 95% readability scan rate on the scanning equipment used by USTC. 2 D Bar Code scanning equipment used by USTC is: Symbol Technologies LS4800 2D/1D bar code reader.
- 6.12.4 See Attachment D – Flat file configuration
See Attachment E – 2 D Bar Code Data Element Identifiers
See Attachment F – OCR A scan line requirements
See Attachment G – E-Utah Flat File configuration

6.13 Security of Variable Data

Contractor must guarantee security of the variable data in the flat file while in their possession. The flat file and the information contained therein is the property of the USTC, and may not be used or disclosed for any purpose other than the fulfillment of the contract to print and image forms. Use of the data for any other purposes is expressly forbidden.

6.14 Typesetting

Contractor will be responsible for all typesetting required on all forms and inserts.

6.15 Due to statutory changes, approved initiatives, or any other USTC need, the USTC reserves the right to a quarterly review of the forms for possible changes. It cannot be anticipated at this time, when and what type of changes to the form will be needed.

6.16 Proofs

Contractor must provide working proofs as needed. A final proof is required and must be approved by an authorized representative of the USTC before printing begins; the USTC will not be held liable for printing errors, or for payment of expenses for subsequent print runs if final proof is not prepared and approved. Variable data proofs from the flat file must be provided for each monthly run.

6.17 Postage

The Tax Commission and each county is responsible for their own postage and will provide a check to cover postage charges each month for the total forms mailed for that county for that month. Contractor and each county must agree as to timing and delivery of the postage payment. A postage spreadsheet for each county must be maintained by the contractor, and contractor is responsible to notify each of the 29 counties when and how much postage is due each month. Forms are to be mailed using the best possible postage sort to receive all applicable discounts. It is the contractor's responsibility to insure that all postal discounts are properly taken and passed on to the counties. An official postal receipt showing the total number of pieces in each class of mail is required to be furnished to the USTC at the completion of each mailing.

6.16.1 All mail pieces must be entered, by the contractor, at the Salt Lake Mail Distribution Center for Delivery.

7. BID FORMAT

The bid must comply with the content requirements outlined in this section. Bids must be concise and submitted in the format contained herein. Pertinent supplemental information should be referenced and included as attachments to the bid. All bids must be organized to comply with the following sections:

7.1 Transmittal Letter

7.1.1 The Transmittal letter shall be submitted on the bidder's official business letterhead. The letter is to transmit the bid and shall identify all materials and enclosures being forwarded collectively as a response to this ITB. The Transmittal Letter must be signed by an individual authorized to commit the company to the scope of work to be performed and at the price provided in the bid.

In addition, the Transmittal Letter must include:

7.1.2 Identification of the bidder's corporation or other legal entity;

7.1.3 A reference to all ITB addenda received by the offeror to ensure the offeror is aware of all such addenda; if no addenda have been received, a statement to that effect should be included;

7.1.4 A statement that no subcontractors will be used;

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- 7.1.5 A statement that the services will meet the specifications set forth in this ITB, or clearly specify any deviations from the ITB;
- 7.1.6 A statement acknowledging and agreeing to all of the rights of the USTC contained in the provisions of this ITB, including procurement rules, terms and conditions, and all other rights and terms specified in this ITB;
- 7.1.7 A statement that no contingency fees have been paid for purposes of securing this contract;
- 7.1.8 Certification that the bidder's cost will be firm and binding without any reference to price submitted for nine months from the due date for receipt of bids; and,
- 7.1.9 A statement specifically identifying those sections of the bid considered by the bidder to be proprietary and confidential.
- 7.1.10 Identification of the primary physical manufacturing facility location and the location of the account representative. A statement guaranteeing the next day availability of acknowledgeable and experienced account representative.
- 7.1.11 Certification that the bidder, if awarded the contract, is able to and will indeed provide a performance bond in the amount of \$1,000,000.00 if requested by the USTC
- 7.1.12 All bids submitted by corporations must contain a certification by the secretary or other appropriate corporate official, other than the signer of the bid, that the official signing the bid has the authority to obligate and bind the corporation to the terms, conditions, and provisions of the bid.
- 7.2 References
- 7.2.1 The bidder must indicate previous experience with the printing services described herein. In each case, list the client's name, type of program, type of contract (including types of services provided), and inclusive dates of the contract. In addition, for services provided within the last five years, provide the name, address, and current telephone number of the client's responsible project administrator or of a senior official of the client who is familiar with the offeror's performance and who may be contacted by the USTC during the evaluation process. The USTC reserves the right to contact other references than those provided by the bidder. Bidders should be aware that references provided by the bidder that the USTC is unable to contact or are not knowledgeable about the offeror's previous performance may result in rejection of the bid.
- 7.2.2 A minimum of three references as specified above must be provided.
- 7.3 Additional Information and Attachments
- 7.3.1 The bidder may include any additional relevant information and attachments demonstrating their ability to satisfactorily perform the services requested in this ITB.
- 7.4 Sample Forms
- The bid must contain a minimum of 100 samples of:
- 7.4.1 Option A as detailed in Section 6.6.1 - 6.6.1.3
- 7.4.2 Option B as detailed in Section 6.6.2 - 6.6.2.3

- 7.4.3 The samples must also contain all the additional requirements contained in Section 6 and must contain the 2 D Bar Code as described in Section 6.12.3.
- 7.4.4 The samples will be used to determine the bidder's production capability and to ensure that the bidder has submitted a responsible bid based upon a thorough understanding of the requirements.
- 7.5 Cost
 - 7.5.1 The Bidder must submit their costs on the COST form included in this ITB (refer to ATTACHMENT C). To determine the low bid cost the USTC shall use the COST form though other information presented by the bidder as required in this ITB may be considered to determine the best overall value to the USTC.

Attachment A

State of Utah Standard Terms & Conditions

STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. RECORDS ADMINISTRATION: The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. AUDIT OF RECORDS: The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. CONFLICT OF INTEREST: CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. CONTRACTOR, AN INDEPENDENT CONTRACTOR: The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. INDEMNITY CLAUSE: The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. EQUAL OPPORTUNITY CLAUSE: The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
9. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. SALES TAX EXEMPTION: The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty

disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following:

The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

(Revision date: January 5, 2000)

Attachment B

Utah State Tax Commission Standard Terms and Conditions

UTAH STATE TAX COMMISSION CONTRACT STANDARD TERMS AND CONDITIONS

In addition to the State of Utah “Standard Terms and Conditions” (Attachment A) bidders must, by submission of a bid, agree to the specific terms and conditions of the Utah State Tax Commission to be considered for any contract award. The terms and conditions contained herein, as may be modified, shall be made apart thereof any contract awarded on behalf of the Utah State Tax Commission.

1. **Contract Composition.** The composition of the contract resultant from any competitive procurement process, and others as may be determined, shall include: a) the contract and any amendments to the contract; b) the Invitation to Bid (ITB), inclusive of all addenda, attachments, and exhibits, or other applicable procurement documents; c) the awarded contractor’s proposal or bid; d) all requirements of Utah Code Annotated, the Utah procurement Rules, and the State Purchasing Policies and Procedure guidelines.
2. **Contract Interpretation.** Notwithstanding the provisions of section * of these terms and conditions, the order presented in section I above shall govern in cases of dispute. In the event of any conflict in the language among any components of the contract, the ITB shall govern. The Utah State Tax Commission reserves the right to clarify any contractual relationship in writing and such clarifications will govern in case of conflict with the requirements of the ITB. Any ambiguity in the ITB shall be construed in favor of the Utah State Tax Commission.
3. **Entire Agreement.** The contract in the incorporated composite form represents the entire agreement between the contractor and the Utah State Tax Commission, and it supercedes all prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof.
4. **Contract Term.** The contract shall begin on the date it is signed by the duly authorized representative of the Utah State Tax Commission and approved by the State of Utah, Department of Administrative Services, Division of Purchasing. The base contract shall be for a period of no more than three years with two one-year renewal options as may be exercised at the discretion of the Utah State Tax Commission.
5. **Change Orders and Modifications.** The Utah State Tax Commission Contract Officer may, at any time, by written order delivered to the contractor at least fifteen days prior to the commencement date of such change and without notice to the sureties, make administrative changes within the general scope of the contract. If any

such change causes and increase or decrease in the cost of or time required for the performance of any part of the work under the contract whether changed or not by any such order, an equitable adjustment as mutually determined by the Utah State Tax Commission and the contractor shall be made in the contract price or delivery schedule or both. Any claim by the contractor for equitable adjustment under this provision must be asserted in writing to the Utah State Tax Commission within fifteen calendar days from the date of receipt by the contractor of the notification. Failure to agree to any adjustment shall be considered a dispute within the meaning of the disputes provision of the contract. Nothing contained herein this clause shall in any manner excuse the contractor from proceeding diligently with the contract as changed or modified.

6. **Notice of Change.** In the event, at any time during the course of this contract, the Contractor recognizes the need or becomes aware of the need to modify the conditions of this contract, either in scope or cost, the Contractor shall immediately notify the Contract Officer of such need and provide written documentation supporting the need and such documentation shall be in sufficient detail for the Contractor Officer to determine the validity and merit of a change to the contract.
7. **Contractor Declaration.** The Contractor recognizes that the only individual(s) authorized to bind the Utah State Tax Commission to any modification in the scope of work, schedules, increased costs, or other modifications to the contract are the Executive Director, the Contract Officer, and the Purchasing Agents. The Utah State Tax Commission shall not be obligated to the Contractor for any costs incurred by the Contractor for modifications to the contract without the prior written approval of the authorized Utah State Tax Commission.
8. **Right to Suspend.** If at any time during the contract, the Contract Officer of the Utah State Tax Commission determines that the best interest of the State would be served by temporarily suspending the contract or any part thereof, he shall do so by providing the contractor with a written notice to that effect. The contract, shall immediately upon receipt of such notice, cease all work covered under the contract as directed in the notice for the period of time specified in the notice.
9. **Ownership of Information.** The Utah State Tax Commission shall own and retain unlimited rights to use, disclose, or duplicate all information and data, copyrighted or otherwise, developed, derived, documented, stored, or furnished by the contractor under the contract. The contractor expressly agrees not to use data furnished by the Utah State Tax Commission for independent projects without the prior written permission from the State. The Utah State Tax Commission shall own and retain all rights to products designed, developed, produced, by the contractor through performance of any contract resulting from this procurement process. In all cases, the provision of Section 15 in the Standard Terms and Conditions (Attachment A) shall apply.
10. **Inspection Prior to and During Production/Performance.** The State of Utah, Utah State Tax Commission, Department of Administrative

Services, Division of Purchasing, or their authorized representatives shall, at all reasonable times, have the right to enter the contractor's premises or such other places where responsibilities under the contract are being performed to inspect, monitor, or otherwise evaluate the work being performed. The contractor and all subcontractors must provide reasonable access to all facilities, all records relating to the contract, and assistance to the State representatives.

11. **Warranty of Products/Services.** Notwithstanding prior acceptance by the Utah State Tax Commission of a contractor deliverable, the contractor shall expressly warrant that all delivered products, documentation, and services are compliant with the terms of this agreement. The contractor must correct all errors and design deficiencies and replace incorrect or defective documentation. Such corrections and/or replacements must occur within the time frame specified in the notice from the Utah State Tax Commission to the contractor of such deficiencies or within such period as may be necessary to make corrections using all due diligence and dispatch as agreed upon between the Utah State Tax Commission and the contractor. If the contractor fails to repair an identified error, deficiency, or defect within such period, the Utah State Tax Commission may, at its sole discretion, act to repair, and the contractor expressly agrees to reimburse the Utah State Tax Commission for all costs incurred thereby. Nothing in this provision implies any relief from the imposition of damages for associated deficiencies by the Utah State Tax Commission on the contractor during the life of the contract and for any warranty period.
12. **Subcontracts.** Suppliers of equipment and routine purchase orders necessary for the performance of contract obligations shall not be considered subcontractors. Any purchase of services by the contractor wherein the contractor does not exercise full, complete, and direct control over the performance of the purchased services shall be considered a subcontract. All subcontractors shall require the prior written approval of the Utah State Tax Commission.
13. **Assignment.** The contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or any right, title, interest therein without prior written consent of the Utah State Tax Commission. The provision includes reassignment of the contract to change in ownership.
14. **Performance Bond.** A performance bond issued by a reputable surety company authorized to do so and doing business in the State of Utah, in the amount of \$1,000,000.00 conditioned upon the prompt, proper, and efficient performance of the contract may be required at the time of contract execution.
15. **Financial Accounting.** The contractor shall be charged with presumptive knowledge of the policies and requirements set forth in State of Utah Administrative Rule §R33-3-8 concerning cost or pricing data and analysis including and specifically §R33-3-808.
16. **Conformance with State Regulations.** The contractor shall be required to conform to all State laws, rules, and policies as they exist or as may be amended from time to time. In the event that the contractor may request the Utah State Tax Commission to issue policy determinations or operating guidelines required for proper performance of the contract, the Utah State Tax Commission shall do so in a timely manner, and the contractor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines, and shall incur no liability in doing so unless the contractor acts negligently, maliciously, fraudulently, or in bad faith.
17. **Waiver.** No covenant, condition, duty, obligation, or undertaking contained in or made a part of this contract will be waived except by written agreement of the parties, and forbearance of indulgence in any of the form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or the undertaking to be kept, performed, or discharged by the party to which the same may apply, and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any forbearance or indulgence.
18. **Disputes.** Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Utah State Tax Commission Contract Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Contract Officer shall be final and conclusive unless within five working days from the date of receipt of such copy the contractor mails or otherwise furnishes to the State of Utah, Chief Procurement Officer, a written appeal addressed to the Office of the Chief Procurement Officer, Division of Purchasing, Department of Administrative Services, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114. The appeals process and remedies shall be governed in accordance with Utah Code Annotated §63-56-46 - 63-56-64. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the decision.
19. **Jurisdiction.** The laws of the State of Utah shall govern all aspects of the contract. Any lawsuit or legal action in which the Utah State Tax Commission is a party, arising out of or on account of the contract or the relationship of the parties must be brought in the courts of the State of Utah, and venue shall be in Salt Lake County, Utah. Any subcontracts of the contractor relating to the work performed under this contract must contain this or a similar provision.
20. **Contract Administration.** The contract shall be administered for the State by the Utah State Tax Commission. The Executive Director or his designee shall be the final authority to act for the Utah State Tax Commission under the contract, including resolution of contractual matters. Any direction by the Executive Director or designee shall be binding on the contractor. Whenever the Utah State Tax Commission is required by the terms of the contract to provide written notice to the contractor, such notice shall be signed by the Executive Director or designee. The Executive Director or designee shall approve all amendments and changes and all invoices for payment to the contractor, sign all notices regarding performance and potential damages issued throughout the life of the contract, and sign all other documents requiring formal approval by the Utah State Tax Commission. For purposes of this contract, the Contract Officer shall act as the designee.
21. **Notices.** Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery if delivered by hand or three days after posting if sent by registered or certified-mail, return receipt requested. Notices to the Utah State Tax Commission shall be addressed as

follows: Mr. Paul F. Mash, Contract Officer, Utah State Tax Commission, 210 North 1950 West, Salt Lake City, Utah 84134. Said notices shall become effective on the date of receipt or the date specified within the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.

22. **Award of Related Contracts.** The Utah State Tax Commission may undertake or award supplemental or successor contracts for work related to this contract or any portion thereof. The contractor shall be bound and obligated to cooperate fully with such other contractors and the Utah State Tax Commission in all cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.
23. **Patent or Copyright Infringement.** The contractor, at its expense, will defend any claim or suit which may be brought against the State of Utah or the Utah State Tax Commission for the infringement of United States patents or copyrights arising from the contractor's use of any equipment, materials, software, products, or information prepared or developed in connection with the performance of the contract in any suit, will satisfy any final judgement for such infringement whether it is resolved by settlement or judgement. If principles of governmental or public law are involved, the State of Utah and/or the Utah State Tax Commission may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractors with the contractor's written consent. If, in the contractor's opinion, the equipment, materials, or information mentioned in the preceding paragraphs are likely to or become the subject of a claim of infringement, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the Utah State Tax Commission's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's option and expense, obtain the right for the Utah State Tax Commission to continue the use of such equipment, materials, and information. In the event of equipment and/or software substitution, the Utah State Tax Commission must protect its interests in data used by such equipment or software through recovery or conversion of such data to other approved equipment or software. The contractor shall, in any such suit, satisfy any damages for infringement assessed against the State of Utah, the Utah State Tax Commission, its divisions, officers, employees, or agents resulting from said lawsuit, whether it is resolved by settlement or judgement.
24. **Federal, State, and Local Taxes.** In addition to the provision of section 13 of the State of Utah Standard Terms and Conditions the contractor shall be responsible to pay all taxes lawfully imposed upon it with respect to this contract or any product delivered or developed in accordance herewith. The Utah State Tax Commission makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the contractor.
25. **Publicity.** Any publicity given to the Utah State Tax Commission and/or the State of Utah for products or services provided herein, including but not limited to, notices, information, pamphlets, press releases, research, reports, signage, and similar public notices

prepared by or on behalf of the contractor shall identify the Utah State Tax Commission as sponsoring agency and shall not be released prior to written approval from the Utah State Tax Commission.

26. **Damages. (If set forth in this ITB)** Liquidated Damages - The purpose of liquidated damages is to ensure adherence to the performance requirements in the contract. No punitive intention is inherent. It shall be agreed by the Utah State Tax Commission and the contractor that, in the event of a failure to meet the performance requirements contained in this ITB, damage shall be sustained by the State and that it will be impractical and extremely difficult to ascertain and determine actual damages which the State will sustain in the event of and by reason of such failure; and it is therefore agreed that the contractor will pay the State for such failures at the sole discretion of the State according to the terms contained in this ITB.
Consequential Damages - It is agreed by the Utah State Tax Commission and the contractor that, in the event of a failure to meet certain performance requirements contained in this ITB, damage shall be sustained by the State, and the contractor shall pay the State its actual damages.
27. **Termination of the Contract for Default.** The contract may be terminated by the Utah State Tax Commission subject to the provisions of the contract for contractor default, convenience of the State of Utah, unavailability of funds, and contractor financial instability. A. Termination for Default - The State may terminate this contract in whole, or in part, whenever the Utah State Tax Commission determines that the contractor or subcontractor has failed to satisfactorily perform its contract duties and responsibilities and is unable to cure such failure within a reasonable period of time, as specified in writing by the Contract Officer, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as A Termination for Default. Upon determination by the Utah State Tax Commission that the contractor has failed to satisfactorily perform its contracted duties and responsibilities, the Contract Officer shall notify the contractor of the failure and establish a reasonable time period in which to cure such failure. If the contractor is unable to cure the failure within the specified time period, the Contract Officer will notify the contractor that the contract in full or in part has been terminated for default. If, after notice of termination for default, it is determined by the State or a court that the contractor was not in default or that the contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence of the contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the State, and the rights and obligations of the parties shall be governed accordingly. In the event of termination for default, in full or in part as provided by this clause, the Utah State Tax Commission may procure, upon such terms and in such manner as the State may deem appropriate, services similar to those terminated, and the contractor shall be liable to the State of Utah for any excess costs for such similar service and all other damages allowed by law. In addition, the contractor shall be liable to the State for administrative costs incurred by the Utah State Tax Commission in procuring such similar services. Payment for such costs may be assessed against the contractor's performance bond. In the event of

termination for default, the contractor shall be paid for those deliverables, which the contractor has delivered to the State. Payments for completed deliverables, delivered to and approved by the Utah State Tax Commission shall be at the contract price less any amounts for assessed damages. Payment for partially completed deliverables, delivered to and not yet approved by the Utah State Tax Commission shall be an amount determined by the State, taking into consideration any assessed damages, not to exceed the cost of that deliverable. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

28. **Termination of the Contract for Convenience.** The State may terminate performance of work under the contract in whole or in part whenever for any reason the Utah State Tax Commission shall determine that such termination is in the best interest of the State of Utah. In the event that the Utah State Tax Commission elects to terminate the contract pursuant to this provision, the Contract Officer shall notify the contractor of the basis and extent of termination. Termination shall be effective on the date specified in the notice, and the contractor shall comply with all specified provisions of the termination notice. Upon receipt of notice of termination for convenience, the contractor shall be paid the following: a) at the contract price(s) for completed deliverables delivered to and accepted by the Utah State Tax Commission for which they have not previously been paid, taking into consideration any assessed damages; b) at a reasonable price negotiated between the contractor and the Utah State Tax Commission for partially completed deliverables less any amounts for assessed damages, with the amount for each deliverable not to exceed the cost of that deliverable specified in the contract. In the event of a failure to agree upon a reasonable price, the matter shall be resolved in accordance with the Disputes provisions of the contract.
29. **Termination of the Contract for Unavailability of Funds.** It is understood and agreed by the parties hereto that all obligations of the Utah State Tax Commission, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State funds, and in no event shall the Utah State Tax Commission be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State for the purchase of services hereunder shall be reduced, terminated, or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified services to be performed hereunder for any reason whatsoever, the Contract Officer shall notify the contractor of such reduction of funds available and the Utah State Tax Commission shall be entitled to reduce the Utah State Tax Commission's commitment hereunder or to terminate the contract as it deems necessary.
30. **Termination of the Contract for Financial Instability.** In the event that the contractor becomes financially unstable to the point of threatening the ability of the Utah State Tax Commission to obtain the services provided for under the contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the State may, at its option, immediately

terminate this contract. In the event the Utah State Tax Commission elects to terminate the contract under this provision, it shall do so by the Contract Officer sending notice of termination to the contractor specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the contractor shall immediately so advise the Utah State Tax Commission. The contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract.

31. **Procedure on Termination.** Upon delivery by certified mail to the contractor of a Notice of Termination, specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall: a) stop work under the contract on the date specified and to the extent specified in the Notice of Termination; b) place no further orders or subcontracts for materials, paper, services, or facilities; c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; d) assign to the State in the manner and to the extent directed by the Contract Officer all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the State shall have the right. In its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; e) complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; f) take such action as may be necessary, or as the Contract Officer may direct, for the protection and preservation of the property related to the contract which is in the possession of the contractor, and in which the Utah State Tax Commission has or may acquire an interest. The contractor shall proceed immediately with the performance of the above obligations, notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
32. **Termination Claims.** After receipt of a Notice of Termination, the contractor shall submit to the Contract Officer any termination claim in the form and with the certification prescribed by the Contract Officer. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by the Contract Officer within such six month period or authorized extension thereof. However, if the Contract Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such six month period or any extension thereof. Upon failure of the contractor to submit its termination claim within the time allowed, the Contract Officer may, subject to any review required by the State procedures in effect as of the date of execution of the contract, determine, on the basis of information available to him, the amount, if any, due to the contractor by reason of the termination and shall thereupon cause to be paid to the contractor the amount so determined. In no case shall the contractor's termination claims include any claim for unrealized anticipatory profits. Subject to the provisions of the previous paragraph and subject to any review required by the State procedures in effect as of the date of the execution of the contract, the contractor and the Utah State Tax Commission may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly. In the event of

- the failure of the contractor and the Utah State Tax Commission to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the Contract Officer shall determine on the basis of information available the amount, if any, due to the contractor by reason of termination and shall cause to be paid to the contractor the amount so determined. The contractor shall have the right of appeal, as stated under the Disputes provisions, from any such determination made by the Utah State Tax Commission.
33. **Warranty Against Brokers' Fees.** The contractor shall warrant that it has not employed any company or person other than a bona fide employee working solely for the contractor or a company regularly employed as its marketing agent to solicit or secure this contract. The contractor shall further warrant that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent any fee, commission, percentage, brokerage fee, emolument, gifts, or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of the warranty, the Utah State Tax Commission shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise received the full amount of such fee, commission, percentage, brokerage fee, emolument, gifts, or contingent fees.
34. **Gratuities.** The contractor shall not at any time during the period of this contract permit any individual employed by the State of Utah, or appointed or elected officials of the State of Utah to gain a share of the contract or to benefit therefrom directly or indirectly because of a financial interest in the contract, or any subcontractor, or any affiliate of any subcontractor. A violation of this provision shall constitute additional grounds for immediate termination of the contract. Furthermore, such violation shall be submitted to the Utah State Attorney General for whatever further action may be deemed feasible and/or appropriate.
35. **Confidentiality of Taxpayer Information.** In performance of this Contract, the contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements: a) all work shall be performed under the supervision of the Contractor or the Contractor's employees; b) any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor shall be prohibited; c) all returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material; d) The Contractor certifies that the data processed during the performance of this Contract shall be completely purged from all data storage components of its computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures; e) Any intermediate hard copy printout which may result during the processing of IRS data shall be given to the Commission or its designee. When this is not possible, the Contractor will be responsible for the destruction of any intermediate hard copy printouts, and shall provide the Commission or its designee with a statement containing the date of destruction, description of material destroyed, and the method used; f) no work involving information furnished under this Contract will be subcontracted without specific approval of the Commission; g) the Contractor will maintain a list of employees authorized access. Such list will be provided to the Commission and, upon request, the IRS reviewing office; h) the Commission will have the right to void the Contract if the Contractor fails to provide the safeguards described above. Criminal/Civil Sanctions: a) each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such office and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n); b) additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- Additionally, in performance of this Contract, the contractor agrees to comply with IRC 6103, IRC 7213 and IRC 7431.

Attachment C
Cost Bid Form

This form must be completed and submitted with the bid. Bidders may bid one option or both options. The USTC reserves the right to select either option, based upon the best interests and needs of the USTC, without consideration to which option(s) has been bid. Additional cost data must be completed for each option bid. The "Firm Fixed-Price Bid" for each option must be inclusive of all costs, excluding postage, that represent construction, production, printing, etc. of the option in terms of per thousand (/M). The additional costs are to be used for determining best overall value to the USTC and will be used for purposes of modifications, if necessary, to the contract as awarded. All costs bid must be guaranteed for nine months from the bid due date.

OPTION A: (Section 6.6.1)

FIRM FIXED-PRICE BID \$ _____./M

Additional Cost Data for Option A

Out-going Envelope \$ _____./M (This cost must be included in the Firm Fixed-Price Bid)

Remittance Envelope \$ _____./M (This cost must be included in the Firm Fixed-Price Bid)

Additional Inserts \$ _____./per insert

Additional Programming \$ _____./per hour

OPTION B: (Section 6.6.2)

FIRM FIXED-PRICE BID \$ _____./M

Additional Cost Data for Option B

Additional Inserts \$ _____./per insert

Additional Programming \$ _____./per hour

BIDDER: _____

SIGNED: _____ DATE: _____

Attachment D

Flat File Specifications

Character Set: Alphanumeric
Record Length: 2719
Delimiters: Newline (ASCII 13) + Line Feed (ASCII 10)
Sort: None
Indexed Field(s): None
Media: Electronic

Detail Record		
Field Name	Data Type & Length	Description
Print Date	MM/DD/YYYY	The date the record was exported to the flat file.
Primary Owner's Name	varchar2(55)	First Name, Middle Name, Last Name, Owner Suffix Code Additional Spaces should be parsed out (Example: JOHN HENRY SMITH JR) Note: If the vehicle is leased, this should be the lessee and NOT the lessor. Lessor names and addresses are never printed on invitation to renew documents.
Relationship	varchar2(15)	Owner relationship (for example "and" , "or").
Secondary Owner's Name	varchar2(55)	First Name, Middle Name, Last Name, Owner Suffix Code Additional Spaces should be parsed out (Example: JANE HENRY SMITH JR) Note: If the vehicle is leased, this should be the secondary lessee and NOT the lessor. Lessor names and addresses are never printed on invitation to renew documents.
Additional Owners	varchar2(5)	If there are more than 2 owners, display the words " <i>et al</i> " in italics after the secondary owners name.
ACS Keyline	varchar2(12)	This should be the ACS keyline of the address to which the Renewal Notice is mailed (i.e. the ACS keyline of the Mailing Address if a Mailing Address exists, otherwise, the ACS keyline of the Permanent Address. The ACS Keyline is a 9 digit numeric address_ID plus check digit to print in Address Block of MVA specified mail pieces. Preceded and followed by a "#" sign. See USPS Publication 8 for layout and for check digit algorithm.
Permanent Address Line 1	varchar2(55)	Permanent Address From the Address Table: Address_Line_1 truncate to 55 characters.
Permanent Address Line 2	varchar2(55)	Permanent Address From the Address Table: Address_Line_2 truncate to 55 characters.
Permanent City, State, Zip	varchar2(48)	Permanent Address From the Address Table: City_State_Zip4
Mailing Address Line 1 (if any)	varchar2(55)	Temporary (Mailing) Address From the Address Table: Address_Line_1 truncate to 55 characters.
Mailing Address Line 2 (if any)	varchar2(55)	Temporary (Mailing) Address From the Address Table:

Detail Record		
Field Name	Data Type & Length	Description
any)		Address_Line_2 truncate to 55 characters.
Mailing City, State, Zip (if any)	varchar2(48)	Temporary (Mailing) Address From the Address Table: City_State_Zip4
County Code	varchar2(4)	From the Address Table: County Number
Expiration Date	MM/DD/YYYY	Registration Expiration Date
Leased Vehicle Identifier	varchar2(14)	Contains the words "Leased Vehicle" if the vehicle is leased.
Privacy Indicator	varchar2(7)	Contains the word "Private" if the vehicle record is private.
Vehicle Type	varchar2(10)	Vehicle Type
License Plate Number	varchar2(10)	License Plate Number
License Type	varchar2(15)	License Type
Record Status	varchar2(7)	Public or Private
Year	number(4)	Vehicle Year
Make	varchar2(35)	Vehicle Make
Model	varchar2(25)	Vehicle Model
VIN/HIN	varchar2(26)	VIN or HIN depending on transportation type
Situs County Code	number(4)	County Number from Address table (of the situs address)
Property Tax Fee Description	varchar2(23)	"Age Based Uniform Fee", or "Property Tax Fee"
Property Tax Fee Amount	varchar2(13)	Property Tax Fee Amount. This will either be an amount or "Unknown" if the value cannot be calculated.
Registration Fee Description	varchar2(21)	"Registration Fees Due"
Registration Fee Amount	number(13)	Total amount of registration fees (not including property tax fees or donation fees)
Donation Fee Description	varchar2(12)	"Donation Fee"
Donation Fee Amount	number(13)	Donation Fee Amount
APC Fee Description	varchar2(25)	"Air Pollution Control Fee"
APC Fee Amount	number(13)	APC Fee Amount
Total Amount Due	number(13)	Total Amount of all fees due to renew the registration. If property tax amount field = "Unknown", leave field blank. Immediately below the total amount due field display the message "Contact DMV for Amount Due".
Emission Compliance Statement	varchar2(100)	Emission Compliance Statement (see modification details for examples)
Safety Inspection Statement	varchar2(100)	Safety Inspection Statement (see modification details for examples)
Additional Documents and Donation Fees Statement	varchar2(100)	Additional Documents and Donation Fees Statements (see modification details for examples)
Scan Line	varchar2(45)	The scan line (consists of Vehicle ID, Transportation Type, Plate Number, Amount Due, and Expiration Date)

Detail Record		
Field Name	Data Type & Length	Description
2D Barcode Information	varchar2(1525)	This portion of the flat file contains the exact 2D barcode layout and information. See the DSD for M-420 for the layout of this field. Note: This field is 200 characters longer than the space currently needed by the 2D barcode layout. This will allow for future expansion of the information in the 2D barcode.

Attachment E

2 D Bar Code Data Element Identifiers

Sub File Identifier	Bar Code Identifier	ANSI D.20 Standard or Max. Field Length	Data Element
Title Information			
TD	TAA	17/AN	Title Number
TD	TAV	8/N	Date Issued
Owner Information			
OW	NAB	50/AN	Primary Owner Last Name
OW	NAC	15/AN	Primary Owner First Name
OW	NAD	15/AN	Primary Owner Middle Name
OW	NAF	50/AN	Secondary Owner Last Name
OW	NAG	15/AN	Secondary Owner First Name
OW	NAH	15/AN	Secondary Owner Middle Name
OW	NAM	50/AN	Permanent Address of Primary Owner
OW	NAO	15/AN	City
OW	NAP	2/AN	State
OW	NAQ	15=15/N	ZIP Code
OW	NBA	3/AN	Primary Owner Legal Status "AND" "OR"
Registration Information			
RG	IAD	9/N	Federal ID Number
RG	RAH	12/N	Fleet Number
RG	RBD	50/AN	Lessee Last Name
RG	RBE	15/AN	Lessee First Name
RG	RBF	15/AN	Lessee Middle Name
RG	RBI	50/AN	Permanent Address
RG	RBK	15/AN	City
RG	RBL	2/AN	State
RG	RBM	15/AN	ZIP Code
Lienholder Information			
LH	LAA	35/AN	Lienholder name
LH	LAK	50/ANS	Lienholder address
LH	LAM	15/AN	City
LH	LAN	2/AN	State
LH	LAO	15=15/N	ZIP Code
Vehicle Information			
VH	EAM	1/N	Safety Inspection Required
VH	EAU	1/N	Emission Required
VH	RAD	20/AN	Decal Control Number
VH	RAG	8/N (YYYYMMDD)	Expiration Date
VH	RAM	8/AN	License Plate Number
VH	TAF	12=9/N, 1/S, 2/A	Odometer Mileage

Sub File Identifier	Bar Code Identifier	ANSI D.20 Standard or Max. Field Length	Data Element
VH	TAG	1/AN	Odometer Disclosure: (1) Actual Vehicle Mileage; (2) Mileage Exceeds Mechanical Limitations: (3) Not Actual Mileage; (4) Mileage Not Required.
VH	VAA	20/AN	Vehicle Type
VH	VAB	20/AN	Vehicle Sub-type
VH	VAD	25/AN	VIN/HIN
VH	VAK	4/AN	Make
VH	VAL	4/AN	Year
VH	VAN	1/A	Fuel
VH	VAO	2/AN	Body Style
VH	VAQ	3/N	Cylinder
VH	VAT	9=6/N, 1/S, 2/A	GVRW
VH	VAU	4/N	Horsepower
VH	VBA	15/AN	Unit Number
VH	VBD	3/A	Vehicle Color
Utah Identifiers			
ZU	ZUA	4/N	Length (feet)
ZU	ZUB	2/N	Length (inches)
ZU	ZUC	4/N	Propulsion
ZU	ZUD	15/AN	Hull Material
ZU	ZUE	6/N	Registered Weight
ZU	ZUF	35/AN	Mailing Address of Primary Owner
ZU	ZUG	44/AN	Mailing Address City, State, ZIP Code
ZU	ZUH	12/N 9/N,2/N	Total Registration Renewal Fee
ZU	ZUI	10/AN	Placard number
ZU	ZUJ	8/N (YYYYMMDD)	New Expiration Date
ZU	ZUK	50/AN	Situs address 1
ZU	ZUL	35/AN	Mailing Address of Lessee
ZU	ZUM	44/AN	Mailing Address City, State, ZIP Code of Lessee
ZU	ZUN	48/AN	Situs City_State-Zip4
ZU	ZUO	4/AN	Situs County
ZU	ZUP	4/N	Situs District
ZU	ZUQ	15/AN	Brand Short Description
ZU	ZUR	30/AN	Title Type
ZU	ZUS	1/AN	Additional Owner Code Y = Et al
ZU	ZUT	50/AN	Secondary Lessee Last Name
ZU	ZUU	15/AN	Secondary Lessee First Name
ZU	ZUV	15/AN	Secondary Lessee Middle Name
ZU	ZUW	50/AN	License Type
ZU	ZUX	25/AN	Model
ZU	ZUY	4/N	Transportation Code
ZU	ZUZ	4/N	Form ID
ZU	ZU1	9/N	Vehicle ID

Attachment F Scan Line Requirements

Scan Line Specifications and Check Digit Calculations

Scan line must be ½" from right edge of paper; ½" from bottom edge of paper; and all information printed above the scan line must be at least ½" from the top of the scan line.

Alphanumeric fields are left justified.

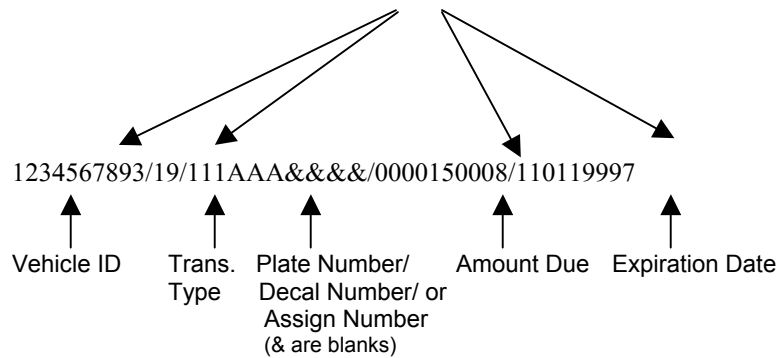
Numeric fields are right justified.

Space fillers for alphanumeric fields will use '&'.

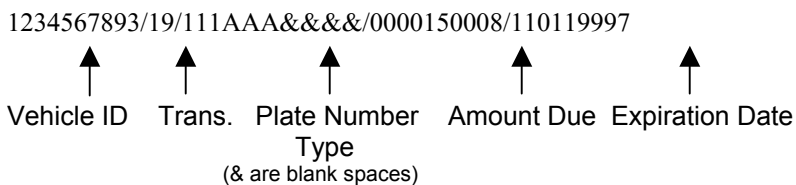
Space fillers for numeric fields will use '0'.

Font = OCR A 12 Point (Courier or OCR B will not work)

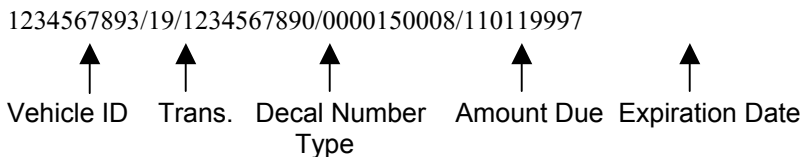
These fields for each scanline type have a check digit
Using **Mode 10, Double Add**



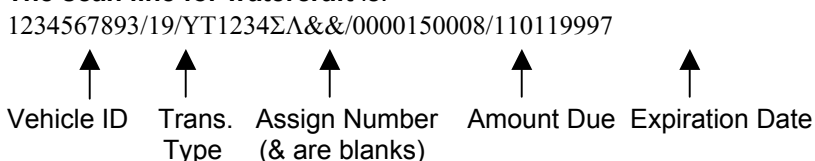
The scan line for vehicles with license plates assigned is:



The scan line for vehicles without license plates is: (the decal control number is used in the plate number field)



The scan line for watercraft is:



Note: Plate Number, Decal Control Number, and Assign Number are all VARCHAR2(10)

Attachment G

E-Utah Flat File Configuration

Data Fields for E-Utah to DMV FTP pass record

Plate.

- This is the license plate “number” for most vehicles. For boats, under MVA it is called “state assigned number” and in the legacy system it is “decal number”. It is called “decal number” for ATV’s and snowmobiles in both legacy and MVA systems. It is the number that appears in the license plate field on all files and printed information.
- Remove any formatting punctuation and spaces.
- Legacy mainframe carries the value right justified so consider the data source when using the field.

VIN.

- This is the vehicle’s “vehicle identification number” stamped or otherwise attached to the vehicle by the manufacturer. It will probably be 17 positions for motor vehicles manufactured for sale in the United States from 1981. It may be longer or shorter for other vehicle types. State assigned VINs for reconstructed or “kit” vehicles are usually shorter and begin with a state abbreviation. Prior to 1981 VINs were whatever length and had whatever structure the manufacturer determined.
- Although VIN is a good identifier for a vehicle, because manufacturers could use whatever format they wanted to prior to 1981, two, or more, vehicles (of different “makes”) could easily have the same VIN. Similarly, the two parts of a doublewide mobile home (usually not registered as a vehicle) could share the same VIN.
- Plate combined with VIN is a safe unique vehicle identifier.

Vehicle ID.

- The MVA system identifies any vehicle in state files with a unique 9-digit number. Legacy (current) systems do not use such a number.

Transportation Type.

- The MVA system uses a 1-position code to separate processing tables. “1” means “on the land”, or motor vehicle (including cars, trucks, busses, vans, motorcycles, ATVs, snowmobiles, etc.). “2” means “on water” (boats).
- Legacy (current) systems use Vehicle Type (see below) to distinguish.

PIN.

- A number used to connect a printed renewal packet (or “invitation to renew” under MVA) to the person wanting to register a vehicle via the internet. If a person can enter both a plate number and the PIN number we are willing to assume that they have the registration packet in front of them and are therefor authorized to renew the registration. The number is printed when the renewal packet is printed then passed as data to the internet site.

Internet Date.

- The data the internet renewal transaction was completed. This date is added to the data by the internet site.

Emissions Indicator.

- For the legacy (current) systems, the renewal packet may contain a message to the person renewing indicating that a county emissions inspection is required for renewal. If this is the case, a “Y” so indicates. If no emissions inspection is required this indicator should be left blank.
- For MVA, the “Emission Compliance Statement” passed to be printed on the “invitation to renew” serves this purpose. If the passed statement is not blank, make the indicator a “Y”.

Safety Indicator.

- For the legacy (current) systems, the renewal packet may contain a message to the person renewing indicating that a state safety inspection is required for renewal. If this is the case, a “Y” so indicates. If no safety inspection is required this indicator should be left blank.
- For MVA, the “Safety Compliance Statement” passed to be printed on the “invitation to renew” serves this purpose. If the passed statement is not blank, make the indicator a “Y”.

Inspection Certificate #1.

- For MVA, the safety/emissions compliance certificate number will be needed to post to the system files. The internet site will collect the number from the person renewing, verify it, then pass it to the system.

Inspection Certificate #2.

- If safety and emissions are separately tested, for MVA, the second safety/emissions compliance certificate number will be needed to post to the system files. The internet site will collect the number from the person renewing, verify it, then pass it to the system.

Leased vehicle identifier.

- If the vehicle is leased, the word “Leased” in this field indicates that.
- For the legacy (current) system, “Lessee Name” on part 2 of the renewal packet will have a name in it. (This is the person who should renew the registration. The lessee name should also be placed in the “Primary Owner Name” field below for a leased vehicle even though they are not the primary owner.)
- For MVA, the “Leased” indicator will be passed with the data for the “invitation to renew”. The indicator means that “Primary Owner Name” contains the lessee.

County.

- Two position county code “01” to “29”, “00” for out-of-state if that is possible. This is normally situs county, the vehicle’s location. Place the county code left justified in the 4-position field. It is the county who will get the taxes collected.

Tax Area.

- Tax district for the county receiving the taxes. Two or three positions left justified.

Renewal Date.

- Next year’s renewal date once this renewal packet’s fees have been paid in the format mm/dd/yyyy. This field wraps back to the DMV so the renewed registration can be correctly updated. The legacy (current) system does not pass a day to be printed with the renewal packet, so use 01 as the day. Data passed to print the MVA invitation to renew will contain the whole “next renewal” date.

These next twelve fields are useful to the Legacy (current) system only and should be left blank once MVA is in use:

Veh Type.

- This is the two-position vehicle type 1 and vehicle type 2 printed as "Type" on Form #1 and Form #2 of the renewal packet. Pass "BB" for boats, "AA" for ATVs and "SS" for snowmobiles. Vehicle type 2 may indicate special fees that need to be distributed.

Renewal Type.

- This is the one-position renewal type code that indicates for the legacy (current) system which special fees that might apply. "C", for example, indicates a collegiate plate.

Renewal Subtype.

- This is the one-position renewal subtype code that indicates for the legacy (current) system which special fees that might apply. Where renewal type is "C", for example, to indicate a collegiate plate, a subtype of "B" would indicate Weber State. Fee distribution can be determined from these codes.

Design Type.

- This is the one-position plate design type code that indicates for the legacy (current) system other special fees that might apply. "O", for example, indicates an Olympics plate so that special fee is charged.

Model Year.

- This is the two-digit model year printed as YR on Form #1 and Form #2 of the renewal packet.

Make.

- This is the four-character MAKE code printed on Form #1 and Form #2 of the renewal packet.

Cylinders.

- This is the two-position CYLS code printed on Form #1 and Form #2 of the renewal packet.

Fuel Code.

- This is the one-character FUEL code printed on Form #1 and Form #2 of the renewal packet.

Commercial Weight.

- This is the left two positions of GROSS WT printed on Form #1 and Form #2 of the renewal packet. 12000 pounds, for example, should pass "12".

Body Style.

- This is the two-position BODY STYLE code printed on Form #1 and Form #2 of the renewal packet.

Class Code.

- This is the two-position CLASS code printed on Form #1 and Form #2 of the renewal packet.

Assessment Code.

- This is the ASSESSMENT CODE printed on Form #1 and Form #2 of the renewal packet. The code may be a number or the words "AGE BASED".

Colors may be carried within the MVA system only. These next two fields let the internet site pass that data to DMV files should they collect the data.

Color (Top).

- This is the three-position color code for the top of the vehicle. The internet site may ask about color for MVA data requirements. Color is not used by legacy (current) systems.

Color (body).

- This is the three-position color code for the body of the vehicle. The internet site may ask about color for MVA data requirements. Color is not used by legacy (current) systems.

Express the FEE fields as 9-positions, dollars and cents, with an assumed decimal between positions 7 and 8. Moore should insert values in the fields according to what is printed on Form #2.

Property fee net.

- This is the property tax fee, only. It is the assessment fee for AGE BASED. This amount does not include the I/M fee amount that might be added into the Form 2 PROPERTY ASSESSMENT FEE total.
- For the legacy (current) system motor vehicles, use the fee printed on the renewal Form 3 under "PROPERTY ASSESSMENT FEE". For Boats, ATVs and Snowmobiles, use the amount in the "PROPERTY TAX" line of Form 2. In the event that a property tax amount is zero (forcing the "insufficient information" message to print on Form 3), blank this field and the Total fees field below. (Zero means zero, blank means unknown, the internet site will not offer to register a vehicle where property tax fees are unknown.)
- For MVA use the fee passed in the "Property Tax Fee Amount" field. ("Unknown" will be passed if property tax could not be computed, blank this field in that case. Zero means zero, blank means unknown, the internet site will not offer to register a vehicle where property tax fees are unknown.)

I/M Fee

- The emissions fee may be charged differently by each county.
- For the legacy (current) system, use the fee printed on the renewal Form 3 under "I/M FEE".
- For MVA use the fee passed in the "APC Fee Amount" field.

Driver Education Fee.

- Usually \$2.50 for each auto and truck registration.
- For the legacy (current) system, include the amount printed on Form 2 "DRIVER EDUCATION FEE" line.
- For MVA, the \$2.50 will be included in the registration fee, so this field will be zero.

Registration fee net.

- This is the registration fee excluding the Drivers Education Fee. It includes extra charges based on vehicle gross weight, extra charges for vanity license plates, plus any other non-donation extra charges that might be included as part of the registration.
- For the legacy (current) system, use the amount from “ANNUAL RENEWAL FEE” line on Form 2. Do not include the amount printed on Form 2 “DRIVER EDUCATION FEE” line. Also, include any donation amounts that are not printed separately on the “OTHER” line of Form 2.
- For MVA use the fee passed in the “Registration Fee Amount” field.

Donation Fee.

- This is a sum of any special donations itemized for the registration. It may include collegiate plate renewal fees, Olympic plate renewal fees, or any other separated donation fee amount.
- For the legacy (current) system, use the amount from the “OTHER” line on Form 2, if an amount was printed there. If all donation fees remain within the amount on the “ANNUAL RENEWAL FEE” line on Form 2, this field will be zero.
- For MVA use the fee passed in the “Donation Fee Amount” field.

Total Fees.

- This is a sum of all fees printed as due from the legacy (current) system renewal or the MVA invitation to renew.
- For the legacy (current) system, use the amount from the “TOTAL” line on Form 2. If the property tax was unknown and therefor blanked, blank this field as well. (Zero means zero, blank means unknown, the internet site will not offer to register a vehicle where the fees are unknown.)
- For MVA use the fee passed in the “Total Amount Due” field. If the property tax was unknown, the “Total Amount Due” field will be blank so blank this field as well. (Zero means zero, blank means unknown, the internet site will not offer to register a vehicle where the fees are unknown.)

Blindness Prevention Check off Fee.

- This is a place for the \$1 Blindness Prevention donation a registrant may add to total fees by checking a box on the registration form. This not a fee that is known at the time the registration is printed so simply initialize it to zero. E-Utah will mark this field with \$1.00 if the registrant checks an internet box. Do not add this dollar into the Total Fees amount.

Name and address fields have been identified and sized so that data from either legacy (current) or MVA records may be passed. Look at each field definition for differences.

Primary Owner Name.

- This is the primary name on the registration material, the person the registration packet or “invitation to renew” is mailed to.
- For the legacy (current) system, this is the lessee name for a leased vehicle, or the owner name for a vehicle that is not being leased.
- For MVA use the name passed in the “Primary Owner Name” field.

Secondary Owner Name.

- This is the secondary name on the registration material.
- For the legacy (current) system, this is the owner name for a leased vehicle. The field will be blank for a vehicle that is not being leased.

- For MVA use the name passed in the “Secondary Owner Name” field.

Physical Address Line 1.

- This is the physical address, usually the address where the vehicle is located.
- For the legacy (current) system, this is the physical address “ADDRESS” line printed on Form 2.
- For MVA use the address line passed in the “Perm Address Line 1” field.

Physical Address Line 2.

- This is a second line for the physical address.
- For the legacy (current) system, this field should be blank.
- For MVA use the address line passed in the “Perm Address Line 2” field.

Physical City.

- This is the city (for MVA the City, State, Zip) for the physical address. MVA passes city, state, and zip pre-formatted in this single field. The data area is sized to pass the maximum although the legacy system “city” field is only 15 characters long.
- For the legacy (current) system, this is the city from the physical address “CITY STATE” line printed on Form 2.
- For MVA use the passed “Perm Address City, State, Zip” field.

Physical State.

- This is the state code for the physical address.
- For the legacy (current) system, this is the state code from the physical address “CITY STATE” line printed on Form 2.
- For MVA blank this field.

Physical Zip.

- This is the zip code for the physical address.
- For the legacy (current) system, this is the zip code from the physical address “CITY STATE” line printed on Form 2.
- For MVA blank this field.

Mailing Address Line 1.

- This is the mailing address, the address where mail is to be sent. If mailing address is blank, use the physical address instead.
- For the legacy (current) system, this is the mailing address “ADDRESS” line printed on Form 2.
- For MVA use the address line passed in the “Mail Address Line 1” field.

Mailing Address Line 2.

- This is a second line for the mailing address.
- For the legacy (current) system, this field should be blank.
- For MVA use the address line passed in the “Mail Address Line 2” field.

Mailing City.

- This is the city (for MVA the City, State, Zip) for the mailing address. MVA passes city, state, and zip pre-formatted in this single field. The data area is sized to pass the maximum although the legacy system "city" field is only 15 characters long.
- For the legacy (current) system, this is the city from the mailing address "CITY STATE" line printed on Form 2.
- For MVA use the passed "Mail Address City, State, Zip" field.

Mailing State.

- This is the state code for the mailing address.
- For the legacy (current) system, this is the state code from the mailing address "CITY STATE" line printed on Form 2.
- For MVA blank this field.

Mailing Zip.

- This is the 5 position zip code for the mailing address.
- For the legacy (current) system, this is the zip code from the mailing address "CITY STATE" line printed on Form 2.
- For MVA blank this field.

Transaction ID.

- This 11-position transaction ID is a faux microfilm number to the legacy systems and can be used to backtrack into E-Utah files to find a transaction. (Use "faux" because "fake" sounds a little crude, and "faux" is so nicely French.)
- Position 1 – "E" (a faux camera number)
- Positions 2-4 – Julian day, ddd
- Positions 5-6 – 2-position year, yy
- Positions 7-11 – sequential number (or whatever else you want to use), nnnnn
- A complete ID might look like: E0190012345, as Eddyynnnnn.

Model.

- This is the coded Model for the vehicle as printed on Form 1 and Form 2, and found at position 156 for 8 in the data Moore uses as input from legacy systems.
- Model will never be longer than 8 positions in legacy data. The MVA field allows 25 positions.

Market Value.

- This is the value against which tax was computed. It appears in renewal data as "VALUE" on the bottom of form 3. Moore should be able to find it at position 340 for 8 in the input data from legacy systems. "Age Based" vehicles should show a zero Market Value. Express Market Value in 8 positions in whole dollars. \$10,000 will show as 00010000.

Extra space.

- These 60 positions will surely be used by somebody. Fill them with blanks for now.

Note that the record has reached 1000 bytes in length.

Record Basic Layout

Field	Length	Beg. Position	Format
Plate	10	1	Formatting spaces and punctuation removed
VIN	26	11	Usually 17 positions for motor vehicles after 1980
Vehicle ID	9	37	MVA only
Transp. Type	1	46	MVA only, 1 for motor vehicle, 2 for boat
PIN	6	47	
Internet date	7	53	yyyymmdd
Emission Ind	1	60	Legacy - Y if "Emissions required" message printed
Safety Ind	1	61	Legacy - Y if "Safety Inspection Required" message printed
Insp Cert #1	22	62	MVA only, A safety certificate, or a combined certificate (eUtah)
Insp Cert #2	22	84	MVA only, Sometimes a second certificate number (eUtah)
Lease Veh Ident	14	106	"Leased Vehicle" if leased.
County	4	120	County Code (2 positions justified left)
Tax area	3	124	Tax District (2 or 3 positions left justified)
Renewal Dt (next)	10	127	mm/dd/yyyy (the day can be 01 for legacy)
Veh Type	2	137	Legacy - PP, TV, etc.
Renewal Type	1	139	Legacy - C, D, G, etc.
Renewal Subtype	1	140	Legacy - Y, D, R, C, etc.
Design Type	1	141	Legacy - C, O, S, B, etc.
Model year	2	142	Legacy
Make	4	144	Legacy
Cylinders	2	148	Legacy - space, 2 digits or R for rotory
Fuel Code	1	150	Legacy - D G N F P whatever, or blank
Comm Weight	2	151	Legacy - coded: 12 = 12000 lb
Body Style	2	153	Legacy
Class Code	2	155	Legacy
Assess Code	9	157	Legacy - "AGE BASED" or 7 digit MSRP left justified as text
Color (top)	3	166	Coded (see table) MVA only
Color (body)	3	169	Coded (see table) MVA only
Prop fee net	9	172	Dollars and cents with decimal assumed between 7 and 8
I/M Fee	9	181	Dollars and cents with decimal assumed between 7 and 8
Driv Ed fee	9	190	Dollars and cents with decimal assumed between 7 and 8
Reg Fee net	9	199	Dollars and cents with decimal assumed between 7 and 8
Donation Fee	9	208	Dollars and cents with decimal assumed between 7 and 8
Tot Fees	9	217	Dollars and cents with decimal assumed between 7 and 8
Blind Prevention Fee.	9	226	Dollars and cents with decimal assumed between 7 and 8
Primary Owner Name	80	235	For legacy, owner name, or lessee name if leased
Secondary Owner Name	80	315	For legacy, blank, or owner name if leased
Phys Address line 1	100	395	
Phys Address line 2	100	495	Blank for Legacy
Phys City	44	595	City, state, zip in one line for MVA
Phys State	2	639	Blank for MVA
Phys ZIP	5	641	Blank for MVA
Mail Address line 1	100	646	
Mail Address line 2	100	746	Blank for Legacy
Mail City	44	846	City, state, zip in one line for MVA
Mail State	2	890	Blank for MVA

Mail ZIP	5	892	Blank for MVA
Transaction ID	11	897	Legacy - formatted like micr number
Model	25	908	8 positions legacy, 25 positions MVA
Market Value	8	933	Depreciated vehicle value (in whole dollars)
Extra Space	60	941	Somebody will find a use for this
		1000	

ADDENDUM NUMBER 1

This addendum, Addendum Number 1, to bid number NO1023 - Motor Vehicle Renewal Documents Production and Mailing for the Utah State Tax Commission, is intended to modify the Invitation to Bid (ITB) and provide clarification.

1. For purposes of this procurement, Option 1 as defined in section 6.6.1 of the ITB is interchangeable with Option A as defined in section 7.4.1 and Attachment C.
2. For purposes of this procurement, Option 2 as defined in section 6.6.2 of the ITB is interchangeable with Option B as defined in section 7.4.2 and Attachment C.
3. Attachment C of the ITB is replaced with the attached Cost Bid Form. Bidders must submit their firm fixed-price bid on this form.
4. Section 4.3.2.3 referring to the use of subcontractors: Subcontractors may not be used for the imaging and printing services required by the scope of work. However, suppliers/manufacturers of envelopes, paper suppliers, etc. (third-party suppliers) are not considered restricted by this provision.
5. In reference to the clarification provided in number 4 above, a new section, Section 7.1.13 is added to the requirements for the information to be contained in the bidder's Transmittal Letter. Section 7.1.13 shall read and require: "A statement identifying all services to be provided by third-party suppliers, identification of all third-party suppliers, and a statement of responsibility by the bidder for the performance of third-party suppliers."

Attachment C (modified)
Cost Bid Form

This form must be completed and submitted with the bid. Bidders may bid on option or both options. The USTC reserves the right to select either option based upon the best interests and needs of the USTC, without consideration to which option(s) has been bid. Additional cost data must be completed for each option bid. The "Firm Fixed-Price Bid" for each option must be inclusive of all costs, excluding postage, that represents construction, production, printing, etc. of the option in terms of per thousand (/M). The additional costs are to be used for determining overall best value to the USTC and will be used for purposes of modifications, if necessary, to the contract as awarded. All costs bid must be guaranteed for nine months from the bid due date.

OPTION A: (Section 6.6.1) **FIRM FIXED-PRICE BID \$ _____./M**

Additional Cost Data for Option A

Additional Inserts: \$ _____./per insert

Additional Programming: \$ _____./per hour

OPTION B: (Section 6.6.2) **FIRM FIXED-PRICE BID \$ _____./M**

Additional Cost Data for Option B

Out-going Envelope: \$ _____./M (This cost must be included in the Firm Fix-ed price Bid)

Remittance Envelope: \$ _____./M (This cost must be included in the Firm Fix-ed price Bid)

Additional Inserts: \$ _____./per insert

Additional Programming \$ _____./per hour

BIDDER: _____

Signed: _____ Date: _____

September 15, 2000

Department of Administrative Services
Division of Purchasing & General Services
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114

Thank you for the opportunity to present this ITB response. Moore Business Communication Services is excited by the prospect of working with the USTC to assist with the production and mailing of the Vehicle Registration Renewals again this year and beyond.

The solution proposed by Moore meets all the objectives as outlined in the ITB. Following are the responses as requested in section 7.1 of the ITB:

- 7.1.2 Moore Business Communication Services a division of Moore North America, Inc. A Delaware Corporation.
- 7.1.3 Addendum #1 to bid number NO1023 was received and reviewed. All responses herein are in compliance with Addendum #1. No other addenda were received.
- 7.1.4 In accordance with Addendum #1 concerning Section 4.3.2.3 of the bid, subcontractors will NOT be used by Moore BCS for imaging, printing, and mailing services required by the scope of work. Subcontractors will be used only for printing of cut sheets, envelopes, and inserts on option 2. All Project Management, Data Processing, Imaging, and Mailing will be completed at the Moore BCS Facility.
- 7.1.5 Products and Services provided by Moore BCS will meet the specifications set forth ITB NO1023.
- 7.1.6 Moore BCS acknowledges and agrees to all of the rights of the USTC contained in the provisions of ITB NO1023, including procurement rules, terms and conditions, and all other rights terms specified in this ITB.
- 7.1.7 No contingency fees have been paid by Moore for purposes of securing this contract.
- 7.1.8 The price as outlined in the Cost Bid Form will be firm and binding without any reference to price for nine months from 9/19/00.
- 7.1.9 All sections contained in this proposal including specifications and samples are proprietary and confidential and may not be distributed without the consent of Moore Business Communication Services.
- 7.1.10 The primary physical manufacturing facility for the work outlined in this proposal is located at:

Moore Business Communications Services
Logan Facility
630 West 1000 North
Logan, Utah 84341



7.1.11 If awarded the bid, Moore Business Communication Services is able to and will provide a performance bond in the amount of \$1,000,000 if requested by the USTC.

7.1.12 Certificate of Authorization has been provided as attachment "D".

7.1.13 As required by Addendum #1, the following services will be provided by 3rd party suppliers:

Option B: (Section 6.6.2)

Out-going Envelope supplied by Lefavor Envelope of SLC Utah

Remittance Envelope supplied by Lefavor Envelope of SLC Utah

Additional Inserts and Cut Sheets provided by Watkins Printing or Herald Printing of Logan Utah

7.2 References:

Client: State of Kansas, Department of Revenue

Program: Motor Vehicle Registration Renewal Packages

Services Provided: Project Management, Data Processing, Printing, Imaging, and Mailing

Annual Quantity: 1,900,000

Contract Dates: Renewed annually since 1995.

Client Contact: Mavis Cockrell, Purchasing Agent (785)-296-6721

Client: City and County of Honolulu

Program: Motor Vehicle Renewal Packages

Services Provided: Project Management, Data Processing, Printing, Imaging, and Mailing

Annual Quantity: 575,000

Contract Dates: Awarded contract for over 8 years. In year 2 of 3 year contract.

Client Contacts: Dennis Kamimura, Motor Vehicle Administrator (808)532-7793

Client: State of Washington, Department of Licensing

Program: Motor Vehicle Renewal Packages

Services Provided: Project Management, Data Processing, Printing, Imaging, and Mailing

Annual Quantity: 8,000,000

Contract Dates: Awarded contract for over 10 years. In year 2 of 3 year contract

Client Contacts: Nancy Kelly (360)902-3754 and Bob Turcotte (360)902-3716

Client: Seabury and Smith Insurance

Program: Development of 40 different Enrollment Packages with 2D Barcode

Services Provided: Data Management, Process Reengineering, Project Management, Program Maintenance

Annual Quantity: 7,000,000

Contract Dates: Since 5/99

Client Contact: Tracey Jones, Project Manager, (215)653-8806

7.3 Additional Information

Moore Business Communications Services and Moore Research have invested in the research and development of the 2D barcode capability on Moore proprietary imaging equipment as well as commercial imaging equipment. This includes the development of software and hardware necessary for the 2D barcode technology. This capability is currently available for either option A or B as set forth in the ITB. Other potential vendors need to understand cost and time associated with developing this type of technology and need to demonstrate their ability in this area.

7.4 Samples

7.4.1 Option A as detailed in Section 6.6.1 – 6.6.1.3 100 samples are provided as attachment "A"

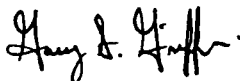
7.4.2 Option B as detailed in Section 6.6.2 – 6.6.2.3 100 samples are provided as attachment "B"

7.5 Cost: Provided on "Cost Bid Form" as attachment "C"

If there are any questions regarding information contained in this response, please contact me at 435-755-4280. Representatives from the USTC are encouraged to visit our Logan Utah facility so you can see first hand the people, processes, and technologies that are in place to support your project.

We look forward to continuing our partnership with you for many more years to come.

Sincerely,



Gary S Griffin

Account Executive

Moore Business Communication Services

Attachment D

CERTIFIED COPY OF A RESOLUTION

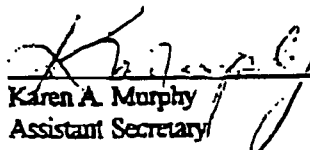
DIVISIONS OF THE CORPORATION AND AUTHORITY OF DIVISIONAL OFFICERS

"RESOLVED that part of the business and affairs of the Corporation shall be carried on in divisions under the following names: Moore Customer Communication Services, Moore Response Marketing Services, Moore Business Communication Services, Moore Interactive, Moore Document Automation Systems, TheMooreStore, Moore Export Sales, Moore Research, Phoenix Group and Veriad; and further that

- (a) without derogating from the authority vested in the officers of the Corporation by the by-laws, the management of the business carried on by such division shall be vested in the following divisional officers, namely a president, and one or more vice presidents, and such other divisional officers as the Chairman may from time to time determine;
- (b) the president of the division or, if there is no president, the most senior officer of the division (as determined by the Chairman), shall be the chief executive officer of the division, shall have general authority to manage the business and affairs of the division, and shall have the authority to appoint or remove from office any other officers for the division and to determine the duties and powers of such officers.
- (c) without derogating from the authority vested in the officers of the Corporation by the by-laws, the powers and duties of the divisional officers shall be such as defined in the Moore Delegation of Authority and subject thereto any director or officer of the Corporation or any divisional officer shall be authorized, in the name and on behalf of the Corporation, to sign all contracts, agreements and leases in favour of the Corporation and relating to the business carried on by such division, including any documents or instruments in writing required to be signed by the Corporation in connection with such contracts, agreements or leases, and all such contracts, agreements, leases, documents and instruments so signed shall be valid and binding on the Corporation; provided that nothing in this resolution shall authorize any such divisional officer or officers to sign any cheque, draft or order for the payment of money or any promissory note or bill of exchange on behalf of the Corporation, to borrow money on the credit of the Corporation, to sign or issue debentures or other securities on behalf of the Corporation or to create any mortgage, hypothec, charge or pledge on any property, real or personal, movable or immovable of the Corporation to the extent that any of the foregoing are not related to the business of the relevant division; and
- (d) the resolutions of the directors relating to the divisions of the Corporation, other than those relating to banking, authorities to sign federal and state government contracts and authority of assistant secretaries to sign leases are superseded by the foregoing."

I hereby certify that the foregoing is a true and complete copy of a unanimous consent of all the directors of Moore North America, Inc. signed on August 1, 2000 and not subsequently modified or rescinded.

MOORE NORTH AMERICA, INC.


Karen A. Murphy
Assistant Secretary

Toronto, Ontario
August 8, 2000

MAIL TO:
STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to Bid

Solicitation Number: NO1023

Due Date: 09/19/00 at 2:00 P.M.

Date Sent: September 5, 2000

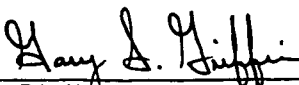


Agency Contract

MOORE NORTH AMERICA
136 E SOUTH TEMPLE #1800
SALT LAKE CITY UT 84111-1149

Goods and services to be purchased: PRINTING OF MOTOR VEHICLE RENEWAL PACKETS FOR REGISTRATION OF VEHICLE

Please complete

Company Name Moore Business Communication Services		Federal Tax Identification Number 16-0331690	
Ordering Address 1077 1/2 North Main	City Logan	State UT	Zip Code 84321
Remittance Address (if different from ordering address) CH 10126	City Palatine	State IL	Zip Code 60055-0126
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person Gary Griffin		
Telephone Number (include area code) (435) 755-4280	Fax Number (include area code) (435) 755-4495		
Company's Internet Web Address www.moore.com	Email Address gary.s.griffin@email.moore.com		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) NET 30	Days Required for Delivery After Receipt of Order (see attached for any required minimums) 10 days from receipt of live Data		
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u>			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> . If no, enter where produced, etc. _____			
Offeror's Authorized Representative's Signature 		Date 9/18/00	
Type or Print Name Gary S. Griffin		Position or Title Account Executive	

STATE OF UTAH
DIVISION OF PURCHASING
GENERAL SERVICES

Invitation to Bid

Solicitation Number: NO1023

Due Date: 09/19/00

Vendor Name: MOORE NORTH AMERICA

Description	Unit Price	Extension
AGENCY CONTRACT FOR PRINTING OF DEPT. OF MOTOR VEHICLE RENEWAL PACKET FOR REGISTRATION OF VEHICLE, AS PER ATTACHED SPECIFICATIONS: Option A	\$ 225.00	\$405,000
QUESTIONS ON SPECIFICATIONS CALL PHYLLIS ROBINS AT (801) 297-3864. QUESTIONS ON PURCHASING PROCESS CALL NANCY ORTON AT (801) 538-3148. REFERENCE RX: 120 1DMV0000002.		
Option B	\$330.00	\$594,000

Ship To: SALT LAKE CITY UT 84116

N/A

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
<input type="checkbox"/> Small package/Ground <input type="checkbox"/> LTL(Less than truck load) <input type="checkbox"/> Truckload <input type="checkbox"/> Air <input type="checkbox"/> Other (Please specify)	
NMFC Class# _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

Attachment C (modified)
Cost Bid Form

This form must be completed and submitted with the bid. Bidders may bid on option or both options. The USTC reserves the right to select either option based upon the best interests and needs of the USTC, without consideration to which option(s) has been bid. Additional cost data must be completed for each option bid. The "Firm Fixed-Price Bid" for each option must be inclusive of all costs, excluding postage, that represents construction, production, printing, etc. of the option in terms of per thousand (/M). The additional costs are to be used for determining overall best value to the USTC and will be used for purposes of modifications, if necessary, to the contract as awarded. All costs bid must be guaranteed for nine months from the bid due date.

OPTION A: (Section 6.6.1)

FIRM FIXED-PRICE BID \$ 225.00/M
(Includes one insert printed in-line)

Additional Cost Data for Option A

Additional Inserts:

\$0.025/per insert *(Must be printed in-line on existing 15" sheet. Based on specs for current Olympic Insert. Price may vary depending on actual size, color, and quantity of insert)*

Additional Programming:

\$125.00/per hour

OPTION B: (Section 6.6.2)

FIRM FIXED-PRICE BID \$330.00/M
(Includes one insert)

Additional Cost Data for Option B

Out-going Envelope:

\$28.00/M (This cost must be included in the Firm Fix-ed price Bid)

Remittance Envelope:

\$17.00/M (This cost must be included in the Firm Fix-ed price Bid)

Additional Inserts:

\$0.025/per insert *(based on specs for current Olympic Insert. Price may vary depending on actual size, color, and quantity of insert)*

Additional Programming

\$125.00/per hour

BIDDER:

Gary Griffin

Moore Business Communication Services

Signed: _____

Gary Griffin

Date: _____

9/18/00

AMENDMENT NUMBER 2 to CONTRACT NUMBER 016302

To be attached to and made a part of the above numbered contract by and between the State of Utah, Utah State Tax Commission, referred to as Commission and Moore Business Communication Services, a Division of Moore North America, Inc. referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. The contract period is amended
 - From: 10/01/00
 - To : 9/30/04
2. The dollar amount of change to the contract for this amendment is: N/A.
3. The total contract amount is now changed:
 - From: \$ N/A
 - To: \$ N/A
4. The contract now reads: 4.Contract Period: " Effective date 10/01/00. Termination date 09/30/03,..."
The contract is amended to read: 4. Contract Period: "Effective date 10/01/00. Termination date 09/30/04,..."
5. Effective Date of Amendment: 10/01/03

All other conditions and terms in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause this Amendment to be executed.

Contractor Signature Date

Division Director Date

Contractor Name (Please Print)

Budget Officer Date

Title

Contract Officer Date



Rodney G. Marrelli, Executive Director Date

Director, Division of Purchasing Date

Division of Finance Date

AMENDMENT NUMBER 1 to CONTRACT NUMBER 016302

To be attached to and made a part of the above numbered contract by and between the State of Utah, Utah State Tax Commission, referred to as Commission and Moore Business Communication Services, a Division of Moore North America Inc., referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. The contract period is amended
 - From: 10/01/00
 - To : 9/30/03
2. The dollar amount of change to the contract for this amendment is: N/A
3. The total contract amount is now changed:
 - From: N/A
 - To : N/A
4. The contract now reads: 4. Contract Period: "Effective date 10/01/00, Termination date: 9/30/02,..."
The contract is amended to read: Contract Period: "Effective Date 4/1/02. Termination date 3/31/03,...."
5. Effective Date of Amendment: 10/01/02

All other conditions and terms in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause this Amendment to be executed.

Contractor Signature Date

Division Director Date

Contractor Name (Please Print)

Budget Officer Date

Title

Contract Officer Date



Rodney G. Marrelli, Executive Director Date

Director, Division of Purchasing Date

Division of Finance Date